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10	Attorneys for Plaintiff DONE! Ventures, LLC			
11	UNITED STATES DISTRICT COURT			
12	FOR THE CENTRAL DISTRICT OF CALIFORNIA			
13		N DISTRICT		
14	DONE! VENTURES, LLC, a Delaware Limited Liability) Case No. 2:10-cv-04420-SJO-JC		
15	Company,) PLAINTIFF'S NOTICE OF MOTION FOR LEAVE OF		
16	Plaintiff,) COURT TO AMEND THE) COMPLAINT TO ADD		
17	VS.	SEDO.COM AS A DEFENDANT		
18	GENERAL ELECTRIC COMPANY, a New York) Haning Datas Mars 0, 2011		
19	Corporation: NBC UNIVERSAL	Hearing Date: May 9, 2011 Time: 10:00 a.m.		
20	INC., a Delaware corporation; IVILLAGE, INC., a Delaware Corporation, and DOES 1 through 10, inclusive,	Courtroom: "1"		
21	Defendants.	Assigned to the Honorable S. James		
22	Defendants.	Otero		
23		[Filed Concurrently with [Proposed]		
24		Order and [Proposed] First Amended Complaint]		
25		}		
26				
27	TO ALL COUNSEL AND TO THEIR ATTORNEYS OF RECORD:			
28	PLEASE TAKE NOTICE that on May 9, 2011, at 10:00 a.m. or as soon			
	PLAINTIFF'S NOTICE OF MOTION TO AMEND THE COMPLAINT			
I				

thereafter as the matter may be heard in Courtroom 1 of the Central District of 1 California, Western Division, located at 312 North Spring Street, Los Angeles, 2 California 90012, plaintiff DONE! Ventures, LLC (hereinafter "DONE!" or 3 "Plaintiff"), pursuant to Federal Rules of Civil Procedure ("Fed.R.Civ.P.") Rule 4 15(a)(2) and the March 7, 2011 Scheduling Order, hereby moves this Court for 5 leave of Court to amend the Complaint and include as a defendant Sedo.com, 6 7 LLC (hereinafter "Sedo"). This Motion is made following the conference of counsel pursuant to L.R. 7-3 which took place on February 16, 2011. This Motion is based on this Notice, 9 10 the Memorandum of Points and Authorities and Proposed Amended Complaint, as well as other documents and records on file herein, and on such oral and 11 12 documentary evidence as may be produced at the time of hearing of this Motion. 13 DATED: April 8, 2011 Respectfully submitted, 14 15 By: _____/s/ 16 Brian R. Strange (SBN 103252) 17 lacounsel@earthlink.net Gretchen Carpenter (SBN 108525) gcarpenter@strangeandcarpenter.com 18 John P. Kristensen (SBN 224132) 19 jkristensen@strangeandcarpenter.com STRANGE & CARPENTER 20 12100 Wilshire Blvd., Suite 1900 Los Angeles, California 90025 21 Telephone: (310) 207-5055 Fax: (310) 826-3210 22 STEPHEN G. SVAJIAN (SBN 266581) 23 steve@sgslawgroup.com SGS LAW GROUP 24 1401 Highland Ave., Suite E Manhattan Beach, CA 90266 25 Telephone: 310-433-2920 26 27 28

MEMORANDUM OF POINTS & AUTHORITIES

I.

Introduction

This matter was originally filed as a breach of contract case by Plaintiff against defendants General Electric Company (hereinafter "GE"), NBC Universal, Inc. (hereinafter "NBC Universal") and iVillage, Inc. (hereinafter "iVillage") (hereinafter collectively "NBC"). Plaintiff completed a contract with NBC through a third party broker, Sedo.com (hereinafter "Sedo"), for the domain names women.com and women.net (hereinafter collectively "women.com."). Three days later, then NBC Universal CEO Jeff Zucker ordered the NBC Defendants to repudiate the contract with DONE! and refused to transfer women.com to Plaintiff.

NBC contends Sedo did not have authority to enter into the subject transaction, or if it did have authority, there was no contract formation between Done! and NBC. Plaintiff strongly disputes NBC's allegations. However, Plaintiff has elected to name Sedo as a Defendant, to account for the event there is a finding that Sedo was not an agent, or there was no meeting of the minds because of Sedo's representations.

The proposed First Amended Complaint does not include any new causes of action against NBC. The only changes in the claims against NBC is the breach of contract and declaratory relief claims now contain a specific monetary amount for jurisdiction purposes in the highly unlikely event NBC's Answer is stricken. The original Complaint alleged the breach of contract damages were to be proved at trial, instead of identifying the amount alleged. That procedure is proper only for tort-based causes of action.

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II. 1 FEDERAL LAW STRONGLY FAVORS AMENDMENTS TO COMPLAINTS 2 Fed.R.Civ.P. Rules 15(a)(2) states in pertinent part: 3 4 ...[A] party may amend its pleading only with opposing party's 5 written consent or the court's leave. The court should freely give 6 leave when justice so requires. 7 8 Federal policy strongly favors determination of cases on their merits. 9 Therefore, the role of pleadings is limited, and leave to amend the pleading is 10 freely given unless the opposing party makes a strong showing of undue 11 prejudice, or bad faith or dilatory motive on the part of the moving party. Foman 12 v. Davis, 371 U.S. 178, 182 (1962); Filmtec Com. v. Hydranautics, 67 F.3d 931, 13 935-36 (Fed. Cir. 1995); Martinez v. Newport Beach City, 125 F.3d 777, 785 (9th 14 Cir. 1997.) 15 While leave to amend should not be granted automatically, the 16 circumstances under which Rule 15(a) permits denial of leave to amend are 17 **limited**. YncJan v. Department of Air Force, 943 F.2d 1388, 1391 (5th Cir. 18 1991) (emphasis added.) The Ninth Circuit jurisprudence mandates the policy 19 favoring amendments is to be applied with "extreme liberality." Eminence 20 Capital, LLC v. Aspeon. Inc., 316 F.3d 1048, 1051 (9th Cir. 2003.) 21 Plaintiff is seeking to add a party approximately ten (10) months after the 22 alleged breach of a contract. Plaintiff has yet to receive even a single document 23 from NBC in discovery and is filing this Motion pursuant to the Court's April 7, 24 2011 deadline. 25 /// 26 /// 27 28

PLAINTIFF MET & CONFERRED WITH NBC

III.

Plaintiff met and conferred with Sedo in February 2011 about potentially naming Sedo as a partner. Plaintiff has not received any documentary evidence from NBC through discovery. Without the documents, Plaintiff is not prepared to add any new causes of action or prayers for new forms of damages against NBC. However, DONE! is naming Sedo as a defendant. Plaintiff informed NBC of this and provided the Proposed First Amended Complaint to NBC once it was completed.

IV.

PROPOSED FIRST AMENDED COMPLAINT

The Proposed First Amended Complaint is filed concurrently pursuant to Local Rule 15-1. It does not include new causes of action against NBC. It only clarifies the amount of damages under the breach of contract causes of action, which were silent beforehand. This is done solely for jurisdictional purposes. The causes of action against Sedo, and not NBC, are for breach of warranty of authority under *California Civ. Code* § 2342, breach of fiduciary duty and negligent misrepresentation. These three (3) causes of action, are based on the representations made by Sedo to DONE!. Sedo is also named in the breach of contract and declaratory relief causes of action.

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1	V.	
2	Conclusion	
3	For the reasons set forth above, Plaintiff respectfully requests that this	
4	Court grant Plaintiff's Motion to Amend the Complaint.	
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6	DATED: April 8, 2011	Respectfully submitted,
7		By:
8		
9		Brian R. Strange (SBN 103252) lacounsel@earthlink.net Gretchen Corporator (SBN 108525)
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PLAINTIFF'S NOTICE OF MOTION TO AMEND THE COMPLAINT